

UNI Airways Cross-Strait & Regional Flight- Conditions of Carriage

ARTICLE 1 — DEFINITIONS

“Agreed Stopping Places” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in Carrier’s timetables as scheduled stopping places on Passenger’s route.

“Airline Designator Code” means the two characters or three letters which identify particular Carriers.

“Authorized Agent” means passenger sales agent who has been appointed by UNI to represent UNI in the sale of air transportation over UNI’s services.

“Baggage” means the personal property accompanying Passenger in connection with the trip. Unless otherwise specified, it consists of both Passenger’s Checked Baggage and Unchecked Baggage.

“Baggage Check” means those portions of the Ticket which relate to the carriage of Passenger’s Checked Baggage.

“Baggage Identification Tag” means a document issued solely for identification of Checked Baggage.

“Carrier” includes UNI and other air carrier issuing the Ticket and all air carriers that carry or undertake to carry the Passenger and/or his/her Baggage, or perform or undertake to perform any other services related to such air carriage.

“Checked Baggage” means Baggage of which Carrier take sole custody and for which Carrier have issued a Baggage Check or a Baggage Identification Tag, or both.

“Check-in Deadline” means the time limit specified by the Carrier by which Passenger must have completed check-in formalities and received a boarding pass.

“Conditions of Carriage” means these conditions of carriage or another Carrier’s conditions of carriage as the case may be.

“Connecting Flight” means a subsequent flight providing onward travel on the same ticket or on a conjunction ticket.

“Conjunction Ticket” means a Ticket issued to Passenger with relation to another Ticket which together constitute a single contract of carriage.

“Convention” means whichever of the following instruments are applicable:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the “Warsaw Convention”);

the Warsaw Convention as amended at The Hague on 28 September 1955;

the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975;

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal 1975;

the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal 1975; and

the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Montreal on 28 May 1999 (hereinafter referred to as the “Montreal Convention”).

“Days” mean calendar days, including all seven days of a week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity the day upon which the Ticket is issued, the day upon which the Ticket is issued, or the flight commenced, shall not be counted.

“UNI” means UNI Airways Corporation.

“Flight Coupon” means the coupon, indicates the particular places between which Passenger is entitled to be carried.

“Force Majeure” means unusual and unforeseeable circumstances beyond Carrier’s or Passenger’s control, the consequences of which could not have been avoided even if all due care had been taken.

“Itinerary/ Receipt” means a document or documents forming part of the Electronic Tickets that contains the Passenger's name, flight information and notices.

“Passenger” means any person holding a valid ticket, except members of the crew, carried or to be carried in an aircraft.

“Regulations” or “UNI’s Regulations” means UNI's rules and regulations, other than these Conditions of Carriage, published by UNI and in effect on date of Ticket issued, governing carriage of Passengers and/or Baggage and shall include any applicable Tariff in force, .

“SDR” means a Special Drawing Right as defined by the International Monetary Fund.

“Stopover” means a scheduled stop on Passenger’s journey, at a point between the place of departure and the place of destination.

“Tariff” means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

“Ticket” means the Itinerary/Receipt issued by or on behalf of Carrier and contained in carrier’s database, containing the Passenger’s name and flight information, and including all notices contained therein, these General Conditions of Carriage and Carrier’s Regulations.

“Unchecked Baggage” means any Baggage of the Passenger other than Checked Baggage.

ARTICLE 2 — APPLICABILITY

2.1 General

Except as provided in Sections 2.2 to 2.5 and Article 18, these Conditions of Carriage apply only on those flights or flight segments operated by UNI.

2.2 Charter Operations

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference by the terms of the charter agreement or the charter ticket.

2.3 Codeshare Services

On some services UNI has arrangements with other Carriers known as “Code Share”. This means an arrangement by which UNI offers transportation service to a Passenger who is ticketed with UNI Airline Designator Code “B7” on a flight that is operated by a Carrier other than UNI.

For a codeshare flight operated by another Carrier, UNI or its Authorized Agent will advise the Passenger of the actual Carrier operating the flight at the time the Passenger makes a reservation. These Conditions of Carriage apply only to travel on UNI’s flights or flight segments where UNI or the Airline Designator Code ‘B7’ is shown as the Carrier on the Ticket, and in any case where UNI has a legal liability to the Passenger in relation to his or her carriage by air.

Passengers travelling on a flight operated by another Carrier may be subject to the terms and conditions of the operating Carrier that differ from those of UNI, including, but not limited to:

- 1) Check-in Deadline;
- 2) unaccompanied minors;

- 3) carriage of animals;
- 4) refusal to transport;
- 5) oxygen service;
- 6) stretcher service;
- 7) extra seat service;
- 8) irregular operations;
- 9) deny boarding compensation;
- 10) baggage acceptance, allowance and liability; and
- 11) contingency plan for lengthy tarmac delay.

2.4 Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and any applicable laws, governments regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.5 Conditions PrUNilil over Regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other UNI's Regulations, these Conditions of Carriage shall prUNilil, except where Tariffs in force in the United States of America or Canada apply, in which case the Tariffs shall prUNilil.

ARTICLE 3 — TICKETS

3.1 Ticket Prima Facie Evidence of Contract

3.1.1 The Ticket constitutes prima facie evidence of the contract of carriage between UNI and the Passenger named on the Ticket. UNI will provide carriage only to the Passenger named thereon. The Ticket is and remains at all times the property UNI.

3.1.2 Requirement for Ticket

Any person shall not be entitled to be carried on a flight unless such person provides positive identification, such as valid passport, and presents a Ticket valid and duly issued in accordance with UNI's Regulations and containing in UNI's database.

3.1.3 Ticket not Transferable

A Ticket is not transferable. UNI shall not be liable to any person entitled to be carried or to receive a refund, for honouring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, UNI shall not be liable for death of or injury to such unauthorised person or for loss, destruction or delay in arrival of, or damage to, such unauthorised person's Baggage or other personal property arising from or in connection with such unauthorised use. If a Ticket is presented by someone other than the person entitled to be carried or to a refund in connection therewith, UNI shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the Ticket.

3.1.4 Passengers voluntarily change the schedule of the Ticket

Except as otherwise provided in the Ticket, these Conditions of Carriage or UNI's Regulations, Passenger who prefers to make any change to his/her Ticket shall contact original issuing travel agent or UNI in advance and the fare will be calculated and charged accordingly. Passenger may have to pay the difference in case the new fare is higher.

3.2 Period of Validity

3.2.1 A Ticket is valid for carriage for one (1) year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue, except as otherwise provided in the Ticket, these Conditions of Carriage or UNI's Regulations.

3.2.2 If a Passenger is prevented from using the Ticket, or a portion thereof within the period of validity of the Ticket due to a flight cancellation by UNI or because UNI is unable to provide space on the flight, UNI will, in accordance with UNI's Regulations, extend the ticket validity period of such Passenger's Ticket until the first flight of UNI on which space is available in the class of service for which the fare has been paid.

When a Passenger, after having commenced his or her journey, is prevented from traveling within the period of validity of the ticket by reason of illness (but not pregnancy), UNI may extend, (provided such extension is not precluded by UNI's Regulations applicable to the fare paid by the Passenger) the period of validity of such Passenger's Ticket until the date when the Passenger becomes fit to travel according to a medical certificate, or until UNI's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the Flight Coupons

remaining in the Ticket, involve one or more Stopovers, the validity of such Ticket, subject to UNI's Regulations, will be extended for not more than three (3) months from the date shown on medical certificate, and for not more than seven (7) Days if Passenger holds special Ticket which the validity shorter than the normal one (1) year Ticket. In such circumstances, UNI will extend similarly the period of validity of Tickets of other members of the Passenger's immediate family accompanying an incapacitated Passenger.

3.2.3 In the event of death of a Passenger en route, Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family accompanying the Passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death (excluding the date of death).

3.3 Coupon Sequence and Use

3.3.1 UNI will honor Flight Coupons, only in sequence from the place of departure (via Stopovers) to the place of destination as shown on the Ticket.

3.3.2 The Ticket may not be valid and UNI may not honor the Passenger's Ticket if the first Flight Coupon for international travel has not been used and the Passenger commences his or her journey at any Agreed Stopping Place.

3.3.3 Each Flight Coupon, will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When Tickets are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relUNInt fare and the availability of space on the flight applied for.

3.4 Name and Address of Carrier

UNI's name may be abbreviated to the Airline Designator Code "B7" on the Ticket. UNI's address shall be deemed to be the airport of departure shown opposite the first abbreviation of UNI's name in the "Carrier" box in the Ticket, or as indicated for UNI's first flight segment in the Itinerary/ Receipt.

ARTICLE 4 — STOPOVERS

Stopovers may be permitted at Agreed Stopping Places subject to government requirements and UNI's Regulations. Stopovers will be permitted only if arranged in advance with UNI and specified on the Ticket.

ARTICLE 5 — FARES AND CHARGES

5.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports, as well as between airports and town terminals except as otherwise provided in the Ticket, these Conditions and/or UNI's Regulations.

5.2 Applicable Fares

Applicable fares are those published by UNI or its Authorized Agent or, if not so published, constructed in accordance with UNI's Regulations. When the Passenger makes a booking, UNI or its Authorized Agent will notify the Passenger of the applicable Fare to be paid.

In all circumstances whereby payment is not made in accordance with Section 5.2, the fare quoted by UNI, at the time of making the reservation shall be given for information purposes only and is subject to change at any time prior to payment being made. When the amount that has been collected is not the applicable fare, the difference shall be paid by the Passenger or, as the case may be, refunded by UNI, in accordance with UNI's Regulations.

5.3 Routing

Unless otherwise provided in UNI's Regulations, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, UNI may determine the routing.

5.4 Taxes and Charges

5.4.1 Any tax or charge imposed by government or other authority, in respect of a Passenger or the use by a Passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the Passenger, except as otherwise provided in UNI's Regulations.

5.4.2 UNI will state any taxes and charges which are not included in the fare and they will normally be shown separately on the Ticket.

5.4.3 Government-imposed or other authority-imposed taxes and charges changes constantly and can be imposed or altered after the date the Ticket has been issued. Passengers are advised at the time of purchase of the possibility for an increase or imposition of such taxes or charges after the Ticket has been purchased, and consent to UNI collecting these increases from the Passenger.

5.4.4 Similarly, if any taxes or charges paid when the Ticket was issued are subsequently abolished or reduced, the Passenger will be entitled to a refund. If a Ticket has not been used, the Passenger will be entitled to claim a refund of any unused taxes, charges which had been paid after paying reasonable service charges.

5.4.5 A service charge, in accordance with UNI's Regulations, may be payable by a Passenger who fails to use space for which reservation has been made and Ticket has been issued or to cancel space within the period of time specified by UNI.

5.5 Currency

Fares and charges are payable in any currency acceptable to UNI. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with the daily IATA Consolidated Exchange Rates(ICER) or other regulations which UNI may apply.

ARTICLE 6 — RESERVATIONS

Passengers travelling to or from the United States of America should also refer to Article 18 for additional information regarding Reservations

6.1 Reservation Requirements

6.1.1 A Reservation shall be confirmed when recorded in UNI's reservation system as accepted. Upon request UNI will provide Passenger with written confirmation of Passenger's reservation(s).

6.1.2 Name changes are not permitted once the reservation has been confirmed in UNI's reservation system.

6.1.3 Certain fares may have conditions which will limit or exclude Passenger's right to change or cancel reservations pursuant to UNI's Regulations.

6.2 Ticketing Time Limits

If Passenger has not paid for the Ticket prior to the specified ticketing time limit, as advised by UNI or its Authorized Agent, UNI may cancel Passenger's reservation even if such reservation has been confirmed in UNI's reservation system.

6.3 Personal Data

Passengers recognize that personal data has been given to UNI for the purposes including but not limited of making a reservation for carriage, issuing a Ticket, obtaining ancillary services and facilities, accounting, billing and auditing, verifying and screening credit or other payment cards,

facilitating immigration and custom control, safety, security, health, administrative and legal purposes, statistical and marketing analysis, operating frequent flyer programs, system testing, maintenance and development, customer relations, assisting UNI in future dealing with Passenger, and direct marketing and market research (which UNI will only do at Passenger's request or with Passenger's consent), in connection with Passenger's travel. For these purposes, Passengers authorize UNI to retain and use such data and to transmit it to UNI's offices, Authorized Agents, government agencies, other Carriers or the providers of the above-mentioned services. For more detailed information, please refer to UNI's website disclaimer about Privacy & Security Statement.

6.4 Seating

UNI will endeavor to honor advance seating requests, however, UNI cannot guarantee to provide any particular seat in the aircraft. UNI reserve the right to assign or reassign seats at any time due to a ship change or operational, safety or other reason, even after boarding of the aircraft. Passenger agrees to accept any seat that may be allocated on the flight by UNI.

6.5 Reconfirmation of Reservations

6.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in UNI's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservation. Provided the Passenger has traveled as planned on the booked flight, this Paragraph 6.5.1 shall not apply.

6.5.2 Passenger is obligated to check the reconfirmation requirements of any other Carriers involved in his or her journey. When it is required, Passenger must reconfirm with the Carrier who operated or performed the flight or flight segment for the Passenger.

6.6 Cancellation of Reservations

6.6.1 If a Passenger does not use a reservation and fails to advise UNI, UNI may cancel any onward or return reservations.

6.6.2 If a Passenger holds reservations for more than two seats, or meets any of the following conditions, UNI retain the right to cancel any onward or return reservations without advice in advance :

- 1) Dupe Segment (in same Passenger Name Record)
- 2) Dupe PNR (in different Passenger Name Record)
- 3) Fictitious Names

4) There is not enough time (minimum connect time) to connect between flight segments

ARTICLE 7 — CHECK-IN AND BOARDING

7.1 Check-in At Airport

Flight check-in time may be various from airports and flight routes. Passenger shall verify his or her flight check-in time before journey and ensure his or her travel smoother if Passenger leave himself or herself more ample time for flight check-in. The Passenger shall arrive at UNI's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures, and in any event, not later than the Check-in Deadline or loading gate time that is indicated by UNI, which are the minimum time requirements. UNI retain the right to cancel Passenger's reservation (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the applicable Check-in Deadline for Passengers and/or Baggage.

7.2 Self Check-in Platform (Including Online Check-in, Mobile Check-in, Airport Kiosk Check-in, and UNI Air Automated Check-in)

Where applicable, if Passenger has done his and/or her check-in via any channel of UNI's "Self Check-In Platform", Passenger shall print out his and/or her boarding pass(es) and present it(them) at the boarding gate no later than the Check-in Deadline or loading gate time specified by UNI. Where the Passenger check-in via Self Check-In Platform and has Baggage to be checked-in, Passenger shall proceed to the bag-drop desk no later than the Check-in Deadline that was indicated by UNI for checking-in his and/or her Baggage.

7.3 UNI retain the right to cancel the space Passenger reserves for not delaying the flight Passenger fails to arrive at the boarding gate in time or appear improperly documented and not ready for travel.

7.4 UNI is not liable to Passenger for any damage, loss or expense due to Passenger's failure to comply with the provisions of this Article 7.

ARTICLE 8 — REFUSAL AND LIMITATION OF CARRIAGE

Passengers travelling to or from the United States of America should also refer to Article 18 for additional information regarding Refusal and limitation of carriage

8.1 Right to Refuse Carriage

UNI may refuse to carry Passenger or Passenger's Baggage and is not liable to Passenger for damage, loss or expense incurred therefrom, if one or more of the following have occurred or UNI reasonably determines that :

8.1.1 such action is necessary in order to comply with any applicable laws, regulations, or orders of any state, country or competent authority to be flown from, into or over;

8.1.2 such action is necessary for reason of safety and/or health and/or security;

8.1.3 the Passenger or his or her conduct, age, mental or physical condition:

8.1.3.1 requires special assistance of UNI; or

8.1.3.2 may endanger or involve any hazard or risk to himself or herself or to other persons or to property; or

8.1.3.3 may cause discomfort or make himself or herself objectionable to other Passengers or crew members; or

8.1.3.4 obstructs any crew member in performing his or her duties or fails to comply with any instruction of any crew member; or

8.1.3.5 use threatening, abusive or insulting words or behave in a threatening, abusive or insulting manner to ground staff or crew members including, but not limited to prior to or during the flight or boarding the aircraft or disembarkation from a connecting flight; or

8.1.3.6 appear to present a hazard or risk to himself or herself, to Passengers, to crew, to the aircraft or any person or property in it and/or additionally where such impairment is caused by, for example, alcohol or drugs; or

8.1.3.7 fails to observe the lawful instructions of UNI;

8.1.4 the Passenger has committed misconduct on a previous flight and UNI has reason to believe that such misconduct may be repeated;

8.1.5 the Passenger falls under Article 9.4.5 or 9.5;

8.1.6 the Passenger has not paid the applicable taxes, fares or charges, or has not complied credit arrangements agreed between UNI and Passenger (or the person paying for the ticket);

8.1.7 the Passenger:

8.1.7.1 does not appear to have valid travel documents; or

8.1.7.2 may seek to enter a country through which Passenger is in transit; or

8.1.7.3 may not have valid travel documents, destroy his or her travel documents during flight; or

8.1.7.4 refuses to surrender his or her travel documents to the flight crew, against receipt, when so requested by UNI; or

8.1.7.5 who are unwilling or unable to follow UNI's policy on smoking or use of other smokeless materials;

8.1.8 The Ticket presented by the Passenger:

8.1.8.1 is acquired unlawfully or purchased from an entity other than issuing Carrier or its Authorized Agent; or

8.1.8.2 has been reported as being lost or stolen; or

8.1.8.3 is a counterfeit Ticket; or

8.1.8.4 has been mutilated, or altered willfully by a person other than UNI or its Authorized Agent, with respect to any Flight Coupon thereof, in any of which cases UNI reserves the right to retain the Ticket;

8.1.9 the person presenting a Ticket cannot prove that he or she is the person named in the Ticket, in which case UNI reserves the right to retain such Ticket.

8.2 Paid by Credit Card

8.2.1 If the fares and charges of the Ticket issued by UNI via its website or call center is paid by credit card, the Passenger shall present the credit card that was originally used for the corresponding purchase at the check-in counter. If the credit card holder is not the Passenger, he or she must process the credit card verification. The Passenger shall buy another Ticket(s) on site if the required verification has not been properly completed.

8.2.2 If Passenger does not or refuses to present the credit card that was originally used for the corresponding purchase, UNI reserves the right to refuse to carry Passenger and his or her Baggage.

8.3 Notice of Refusal

In the reasonable exercise of UNI's discretion, UNI is entitled to refuse to carry Passenger and/or Passenger's Baggage at any time if UNI has notified Passenger in writing of such event. If the Passenger tries to travel while the notice is in force, UNI will refuse to carry him or her.

8.4 Consequence of Refusal to Carry or Removal of Passenger

If, due to the Passenger's behavior, conduct, mental or physical condition, UNI have, in the exercise of its reasonable discretion, refused to carry such Passenger, or removed him or her en route, then UNI may cancel the remaining unused portion of his or her Ticket, and the Passenger will not be entitled to further carriage or to a refund either in respect of the sector that was the subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket. UNI will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route. Further, UNI reserve the right to seek an indemnity from the Passenger in respect of claims or losses including the costs of diverting UNI's flight incurred therefrom, including in respect of death, injury, loss, damage or delay to other persons or to property as a result of such behavior, conduct or condition and such refusal or removal.

8.5 Special Assistance

UNI may decide not to carry unaccompanied children, pregnant women, Passengers with illness if arrangements to carry them have not been made with UNI.

ARTICLE 9 — BAGGAGE

Passengers travelling to or from the United States of America should also refer to Article 18 for additional information regarding Baggage

9.1 Free Baggage Allowance

Passenger may carry free of charge Baggage subject to the conditions and limitation in UNI's Regulations, which are shown on the Ticket or electronic booking confirmation document and is also available from UNI, UNI's official website or UNI's Authorized Agents.

9.2 Excess Baggage

Passenger shall pay a charge for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the matter provided in UNI's Regulations. Such information is available from UNI or UNI's Authorized Agents upon request and is also available at UNI website.

9.3 Items Unacceptable as Baggage

9.3.1 Passenger shall not include in his or her Baggage:

9.3.1.1 items which do not constitute Baggage as defined in Article 1;

9.3.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, including but not limited to those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods

Regulations, and in UNI's Regulations (further information is available on UNI's official website).

9.3.1.3 items which are prohibited for carriage by the applicable laws, regulations or orders of any state to be flown from, to or over;

9.3.1.4 items which are reasonably considered by UNI to be unsuitable for carriage by reason of their weight, size, shape or character such as fragile or perishable;

9.3.1.5 items which do not conform with UNI's Baggage rules, as set out in UNI's Regulations;

9.3.1.6 live animals, except as provided for in Section 9.9.

9.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with UNI's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.3.1.2.

9.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at UNI's sole discretion in accordance with UNI's Regulations or local regulations, but will not be permitted in the cabin of the aircraft.

9.3.4 The Passenger shall not include in Checked Baggage, (including but not limited to) fragile or perishable items, money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

9.3.5 Despite being prohibited, if any items referred to in 9.3.1, 9.3.2 and 9.3.3 are included in Passenger's Baggage, UNI shall not be responsible for any loss or damage to such items. If any items referred to in 9.3.4 are included in Passenger's Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

9.4 Right to Refuse Carriage

9.4.1 UNI may refuse to carry as Baggage the items described in 9.3, and UNI may refuse onward carriage of any such items upon discovery.

9.4.2 UNI may refuse to carry as Baggage any item reasonably considered by UNI to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers.

9.4.3 UNI may refuse to accept items as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

9.4.4 Unless advance arrangement for its carriage have been made with UNI in writing, UNI may refuse to carry or carry on later flights Baggage which is in excess of the applicable free allowance.

9.4.5 UNI may refuse carriage as Baggage if the passenger has refused to allow UNI to carry out the necessary safety and security check.

9.4.6 UNI may refuse carriage as Baggage if the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between UNI and the Passenger (or the person paying for the Ticket) have not been complied with.

9.5 Right of Search

For reasons of safety and security, UNI may request Passenger to permit a search and/or scan to be made of his or her Baggage. If Passenger is not available, his or her Baggage may be searched or scanned in his or her absence for the purpose of determining whether Passenger is in possession of or whether his or her Baggage contains any item described in 9.3.1 or any firearms, ammunition or weapons, which have not been presented to UNI in accordance with 9.3.2 or 9.3.3. If Passenger is unwilling to comply with such request, UNI may refuse to carry Passenger and his or her Baggage. In the event a search or scan causes damage or loss to the Baggage, UNI is not liable to the Passenger for such damage or loss unless due to UNI's fault or negligence

9.6 Checked Baggage

9.6.1 Nothing contained in these Conditions of Carriage shall entitled Passenger to have his or her Baggage checked on a flight for which UNI does not accept checking of Baggage.

9.6.2 Upon delivery to UNI of Passenger's Baggage to be checked, UNI will issue a Baggage Identification Tag for each piece of Passenger's Checked Baggage.

9.6.3 It is the Passenger's responsibility to attach proper personal identification to Baggage, and UNI is not liable for a Passenger's failure to do so.

9.6.4 Checked Baggage will, whenever possible, be carried on the same aircraft as Passenger, unless UNI decides that it is impracticable (including but not limited to safety, security or operational reasons) to carry it in which case UNI will carry the Checked Baggage on an alternative flight provided that such Checked Baggage can be loaded in accordance with UNI's Regulations. If Passenger's Checked Baggage is carried on a subsequent flight, UNI will deliver it to Passenger, unless applicable law requires Passenger to be present for customs clearance.

9.7 Unchecked Baggage

9.7.1 Subject to UNI's Regulation which sets forth the items of maximum weight or size to be carried on the aircraft with Passenger as Unchecked Baggage, Unchecked Baggage must fit under the seat in front of Passenger or in an enclosed storage compartment in the cabin of the aircraft. If Passenger's Unchecked Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe or for any other operational reason, such Baggage must be carried as Checked Baggage or be refused to be carried by UNI.

9.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), will only be accepted for carriage in the cabin compartment if Passenger has given UNI notice in advance and permission has been granted by UNI. Passenger may have to pay a separate charge for this service.

9.8 Collection and Delivery of Checked Baggage

9.8.1 Passenger shall collect his or her Checked Baggage as soon as it is made available at place of destination or Stopover. If Passenger does not collect his or her Checked Baggage within a reasonable time, UNI may charge Passenger a bonded storage fee, or otherwise, beyond thirty (30) Days of the time it is made available, UNI may dispose such Checked Baggage without any liability to Passenger.

9.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag, delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of the Checked Baggage. Failure to exhibit the Baggage Identification Tag shall not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means. UNI shall not be obligated to ascertain that the bearer of Baggage Check and Baggage Identification Tag is truly entitled to accept delivery of the Baggage, and UNI shall not be liable for any damage, loss or expense arising out of or in connection with its failure to so ascertain.

9.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, UNI will deliver the Baggage to such person only on condition that he or she establishes to UNI satisfaction his or her right thereto, and if required by UNI, such person shall furnish adequate security to indemnify UNI for any damage, loss or expense which may be incurred by UNI as a result of such delivery.

9.8.4 Acceptance of Baggage by the bearer of the Baggage Check and Baggage Identification Tag without complaint at the time of delivery shall constitute prima facie evidence that the Baggage has been delivered in good condition and in accordance with these Conditions of Carriage.

9.9 Animals

Subject to UNI's Regulations or UNI's prior consent, UNI will accept carriage of animals, in accordance with the following conditions:

9.9.1 Animals such as dogs, cats, rabbits and other pets, shall be properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, if failing which, such animals will not be accepted for carriage.

9.9.2 Advance arrangements must be made. Space must be reserved for animals in either the passenger or cargo compartment. Animals without reserved space will be accepted, if space is available, only after the animals for whom space has been reserved have been accommodated.

9.9.3 If accepted as Baggage, the animal, together with its container and food, shall not be included in Passenger's free Baggage allowance but constitute excess Baggage, for which Passenger is obliged to pay the applicable charge.

9.9.4 Service animals accompanying a Passenger with disabilities will be carried as Checked Baggage or in the cabin free of charge in addition to the normal free Baggage allowance, and subject to conditions specified by UNI, or as required by applicable law. Additional information concerning these conditions is available on request.

9.9.5 Acceptance by UNI for carriage of animals is subject to the conditions that a Passenger shall observe all UNI Regulations and shall be fully responsible for such animals. UNI shall not be responsible for injury to or loss, sickness or death of, such animal which UNI have agreed to carry unless UNI have been negligent.

9.9.6 UNI shall not be liable for, and Passenger carrying the animal shall reimburse UNI for any fines, costs, losses or liabilities imposed or incurred on UNI as a result of, any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into, or passage through any country, state or territory.

ARTICLE 10 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

Passengers travelling to or from the United States of America should also refer to Article 18 for additional information regarding Schedules, Delays, Cancellation of Flights

10.1 Schedules

10.1.1 UNI undertakes to use its reasonable efforts to carry Passenger and his or her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel provided that the flight times shown in the timetables or elsewhere shall be just scheduled but not guaranteed and do not form part of the contract of carriage with UNI. UNI

may change any schedule of a flight without any prior notice and shall not be responsible for any trouble in respect of connection of the Passenger and/or his or her Baggage with any other flight because of the change .

10.1.2 Before UNI accept Passenger's booking, UNI will notify Passenger of the scheduled flight time in effect as of that time, and it will be shown on the Passenger's Ticket. It is possible that UNI may need to change the scheduled flight time subsequent to issuance of Passenger's Ticket. If Passenger provides UNI with contact information, UNI will endeavor to notify Passenger of any such changes. If, after Passenger purchases his or her Ticket, and UNI make a significant change to the scheduled flight time, which is not acceptable to Passenger, and UNI are unable to book Passenger on an alternate flight which is acceptable to Passenger, Passenger will be entitled to a refund in accordance with Article 11.

10.2 Cancellation, Changes of Schedule, etc.

10.2.1 When circumstances so require, UNI may without notice substitute alternate Carriers or aircraft, or cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of Passenger or aircraft deployment and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage, UNI's Regulation and/or the applicable laws, regulations and orders of the country where the flight is departing, the fare and Baggage charges for any unused portion of the Ticket:

10.2.1.1 because of any fact beyond UNI's control (including, but without limitation, meteorological conditions, acts of God, Force Majeure, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions) actual, threatened or reported, or because of any delay, demand, condition, circumstance or requirement due, directly or indirectly, to such fact; or

10.2.1.2 because of any fact not reasonably to be foreseen, anticipated or predicted; or

10.2.1.3 because of any government regulations, demand or requirement; or

10.2.1.4 because of shortage of labour, fuel or facilities, labour difficulties of UNI or others.

10.2.2 Except as otherwise provided by applicable law, if UNI cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at destination or Stopover, or cause the Passenger to miss a connecting flight on which the Passenger holds a confirmed reservation, UNI shall, in its reasonable discretion option, either:

10.2.2.1 carry the Passenger at the earliest opportunity on another UNI's scheduled Passenger services on which space is available; or

10.2.2.2 within a reasonable period of time reroute the Passenger to the destination indicated on the Ticket or applicable portion thereof by UNI's own scheduled services or the scheduled services of another Carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, UNI shall require no additional fare or charge from the Passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or

10.2.2.3 make a refund in accordance with the provisions of Article 11;

and shall be under no further liability to the Passenger.

10.3 Denied Boarding

10.3.1 Passengers who are denied boarding on a scheduled flight are entitled to compensation in compliance with applicable laws, regulations or orders of the country where the Passenger was denied boarding. In order to qualify for compensation, such Passengers must be in possession of a valid Ticket with a confirmed reservation for the particular flight shown on that Ticket. Passengers must also have presented themselves for check-in within the stipulated time limits and be in possession of the necessary travel documents, according to UNI's Regulations.

10.3.2 Before denying boarding to any Passenger, UNI or its handling agent may call for volunteers to surrender their bookings. Any Passenger who accepts the denied boarding compensation shall no longer be entitled to a right to claim against UNI.

10.4 Assistance in Irregular Flights

10.4.1 If any flight is delayed or cancelled due to aircraft deployment or other reason which is attributable to UNI, UNI or its Authorized Agents will provide the flight dynamic information to the Passenger and arrange necessary food and/or accommodation services for the Passenger. The aforesaid services may be independently provided by the third party other than UNI; as such, the Passenger may choose whether to accept such services, and any reasonable cost so incurred will be borne by UNI.

10.4.2 If any flight is delayed or cancelled due to any reason which is not attributable to UNI, including but not limited to weather, air traffic control, security check, Force Majeure, strikes or causes attributable to Passenger himself or herself, UNI or its Authorized Agents will provide the flight dynamic information to the Passenger and assist the Passenger in arranging food and/or accommodation services, and any cost so incurred will be borne by the Passenger.

ARTICLE 11 — REFUNDS

Passengers travelling to or from the United States of America should also refer to Article 18 for additional information regarding Liability for Damage

11.1 General

On failure by UNI to provide carriage in accordance with these Conditions of Carriage, or where a Passenger requests a voluntary change of his or her arrangements, refunds for an unused ticket or portion thereof shall be made by UNI in accordance with this Article and with UNI's Regulations.

11.2 Person to Whom Refund Will be Made

11.2.1 Except as provided in this Article, UNI shall make refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof.

11.2.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and UNI has indicated on the Ticket that there is a restriction on refund, UNI shall make a refund only to the person paying for the Ticket.

11.3 Involuntary Refunds

If UNI cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the Passenger is destined or ticketed to stopover, is unable to provide previously confirmed space or causes the Passenger to miss a connecting flight on which the Passenger holds a reservation, the amount of the refund shall be:

11.3.1 if no portion of the Ticket has been used, an amount equal to the fare paid; or

11.3.2 if a portion of the Ticket has been used, an amount not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

11.4 Voluntary Refunds

If the Passenger wishes a refund of his or her Ticket for reasons other than those set out in Article 11.3 (the Involuntary Refunds), the amount of the refund shall be:

11.4.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees, as set out in the UNI's Regulations; or

11.4.2 if a portion of the Ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any applicable service charges or cancellation fees, as set out in the UNI's Regulations.

11.5 Right to Refuse Refund

11.5.1 UNI will refuse refund if application is made later than two (2) years after the date of ticket issuance.

11.5.2 UNI will refuse to refund on a Ticket which has been presented to UNI or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to UNI's satisfaction that he or she has permission to remain in the country or that he or she will depart by another Carrier or another means of transport.

11.5.3 UNI will reserve the right to refuse a refund if the Passenger has been denied carriage under Article 8.

11.6 Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with UNI's Regulations.

11.7 By Whom Ticket Refundable

Refund will be made only by UNI who originally issued the Ticket. When a Ticket is issued by an Authorized Agent of UNI, such agent may make refund to the Passenger on behalf of UNI in accordance with UNI's Regulations.

ARTICLE 12 — CONDUCT ABOARD AIRCRAFT

12.1 General

12.1.1 If, in UNI's observation, Passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behaves in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, UNI may take such measures as it deem reasonably necessary to prevent continuation of such conduct, including restraint of the Passenger. Passengers may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed onboard the aircraft.

12.1.2 Passenger is not allowed to consume alcohol aboard UNI aircraft (whether purchased as duty free from UNI or somewhere else or otherwise obtained) unless it has been served

by UNI. UNI has the right, at any time for any reason, to refuse to serve the Passenger alcohol or to withdraw alcohol which has been served to him/her.

12.1.3 If Passenger conducts himself/herself in a manner described in Paragraph 12.1.1 and 12.1.2 above, Passenger shall indemnify UNI for all claims or losses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading him/her and all losses suffered or incurred by UNI, its Authorized Agents, employees, independent contractors, Passengers and any third party in respect of death, injury, loss, damage or delay to other persons or to property, arising from his/her misconduct.

12.2 Electronic Devices

No Passenger shall use any device that may interfere with aircraft navigation and communication systems. Passengers shall observe the following rules, which apply from the time the cabin doors are closed until the time the doors are re-opened. An announcement will be made informing passengers to this effect :

12.2.1 Personal electronic devices with radio transmission or reception function must be switched to non-cellular or "Flight mode" with Wi-Fi turned off from door closure until the plane has landed and cleared the runway. This policy applies to flights operating within Taiwan, R.O.C. When UNI's flights are operating within foreign territories, Passengers shall follow the local aviation regulations of using electronic devices.

12.2.2 UNI bans the use of following transmitting devices, which must be turned off at all times: electronic cigarettes, citizen Band Radios and walkie-talkies, remote control and wireless electronic devices including radio-controlled toys and any other electronic device that may interfere with aircraft equipment including flight navigation and telecommunication systems.

12.2.3 When taking certain aircraft equipped with in-flight Wi-Fi, Passengers may turn on Wi-Fi function of the devices with "Flight mode" and access Wi-Fi Onboard service by following related usage regulations.

12.2.4 The flight crew may request that all devices be fully turned off in certain circumstances, such as there is a risk of interfering with aircraft equipment. Equipment such as hearing aids and heart pacemakers are permitted to be operated onboard the aircraft at any time.

ARTICLE 13 — ARRANGEMENTS FOR ADDITIONAL SERVICES

Passengers travelling to or from the United States of America should also refer to Article 18 for additional information regarding Arrangement for Additional Services

If UNI agrees to make arrangements for the provision of additional services for Passenger (whether or not UNI bears the costs and expenses of such arrangement), with any third party to provide any services other than carriage by air, or if UNI issues a ticket or voucher related to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so UNI acts only as the third party's agent. The terms and conditions of the third party service provider will apply. UNI is not liable for damage, loss or expense of any nature whatever incurred by the Passenger as a result of or in connection with the use by the Passenger of such arrangements or the denial of the use thereof to the Passenger by any such third party.

ARTICLE 14 — ADMINISTRATIVE FORMALITIES

14.1 General

14.1.1 Passengers shall be responsible for complying with and observing all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which Passenger transits, and with UNI's Regulations and instructions given by UNI.

14.1.2 UNI shall be liable neither for any aid, assistance, guidance or otherwise given by a representative, officer, employee or agent of UNI to the Passenger, whether given orally, in writing or otherwise, in connection with his or her obtaining exit, entry and other necessary documents or complying with or observing such applicable laws nor for the Passenger's failure to obtain such documents or to comply with or observe such applicable laws as a result of such aid, assistance, guidance or otherwise.

14.2 Travel Documents

Passenger shall present all exit, entry, health and other documents required by applicable laws, regulations, orders, demands or other requirements of the countries concerned, and permit UNI to take and retain copies thereof; provided that, even if a Passenger presents exit, entry, health and other documents to UNI and UNI carry the Passenger, UNI shall not be deemed to guarantee that such documents comply with applicable laws. UNI reserves the right to refuse carriage of any Passenger if Passenger has not complied with these applicable laws, regulations, orders, demands or requirements, or Passenger's travel documents do not appear to be in order. UNI shall not be responsible for any damage, loss or expense incurred by a Passenger, and the Passenger shall indemnify and hold harmless UNI from and against any such damage, loss or expenses incurred by UNI, in connection with the Passenger's failure to comply this Article.

14.3 Refusal of Entry

If Passenger is denied for entry into his or her transiting or destination country and UNI, on government order, is required to return Passenger to his or her point of origin or elsewhere, Passenger shall be responsible to pay for the applicable fare of transporting he or she from that

country. UNI may apply to the payment of such fare from any funds paid to UNI for unused carriage, or any funds of Passenger in the possession of UNI. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by UNI.

14.4 Passenger Responsible for Fines, Detention Costs, Etc.

If UNI is required to pay any fine or penalty or to incur any expenditure by reason of Passenger's failure to comply with applicable laws, regulations, orders, demands and other travel requirements of the countries concerned or to produce the required documents, Passenger shall on demand reimburse UNI any amount so paid or deposited and any expenditure so incurred. UNI may use towards such payment or expenditure any funds paid to UNI for unused carriage, or any funds of the Passenger in the possession of UNI.

14.5 Customs Inspection

If required, Passenger shall allow and attend inspection of his or her Baggage by customs or other government officials. UNI is not liable to Passenger for any damage, loss or expense suffered by Passenger in the course of such inspection or through Passenger's failure to comply with this requirement.

14.6 Security Inspection

Passenger shall submit to any security checks by governments, airport officials, or by UNI.

ARTICLE 15 — SUCCESSIVE CARRIERS

15.1 Carriage to be performed by several successive Carriers under one Ticket, or under a Ticket and any Conjunction Ticket shall be regarded as a single operation.

15.2 Even if UNI is the Carrier issuing a Ticket or is designated as a Carrier for the first sector in a Ticket or in any Conjunction Ticket involving carriage by successive Carriers, UNI shall not be responsible for any portion operated by other Carriers, unless otherwise provided in these Conditions of Carriage.

15.3 Each Carrier's liability to compensate for damage, loss or expense arising in connection with a Passenger's travel shall be governed by those Carrier's Conditions of Carriage.

ARTICLE 16 — LIABILITY FOR DAMAGE

Passengers travelling to or from the United States of America should also refer to Article 18 for additional information regarding Liability for Damage

The Conditions of Carriage of each other Carrier (other than UNI) involved in the journey govern its liability to the Passenger. These Conditions of Carriage govern UNI's liability for the carriage of Passenger and Baggage as follow:

16.1 Where Passenger's carriage is subject to the liability rules of the Convention

Unless otherwise stated herein, international carriage, as defined in the Convention, is subject to the liability rules of the Convention.

16.2 Where Passenger's carriage is not subject to the liability rules of the Convention

16.2.1 UNI's Liability for Death or Other Bodily Injury of Passengers

16.2.1.1 UNI is liable for damage sustained in case of death or bodily injury of a Passenger upon condition that the accident which caused the death or bodily injury took place during carriage by UNI. UNI's liability with respect to such Passenger for death or other bodily injury shall be limited to the sum then equivalent of 1128,821 SDRs.

16.2.2 UNI's Liability for Delay, Loss or Damage to Baggage

16.2.2.1 Except in the case of an act or omission done with intent to cause delay, loss or damage to Baggage or recklessly and with knowledge that delay, loss or damage to Baggage would probably result, UNI's liability in the case of delay, loss or damage to Checked Baggage shall be limited to USD 20 per kilogram and in the case of destruction, loss or damage to Unchecked Baggage shall be limited to USD 400 per Passenger.

16.2.2.2 If the weight of Checked Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned.

16.2.2.3 UNI is not liable if and to the extent that the delay, loss or damage resulted from the inherent defect, quality or vice of the Baggage.

16.2.2.4 UNI will be liable only for delay, loss or damage to Unchecked Baggage if such delay, loss or damage resulted from UNI's fault.

16.2.3 UNI's Liability for Delay

UNI is liable for damage occasioned by delay in the carriage of Passengers and Baggage. Nevertheless, UNI shall not be liable for damage occasioned by delay if UNI took all reasonable measures that could reasonably be required to avoid the damage or it was impossible for UNI to take such measures. UNI may rely upon the defense of contributory negligence.

16.2.4 Other Terms and Disclaimers

16.2.4.1 UNI will be liable only for damage occurring during carriage on flights or flight segments performed by UNI. If UNI issues a Ticket but not operates that flight or if UNI checks Baggage for carriage on another Carrier, UNI does so only as agent for the other Carrier and the compensation of any damage occurring will be the responsibility of that operating Carrier.

16.2.4.2 If any damage was caused or contributed to by the negligence or other wrongful act or omission of a Passenger, UNI shall be wholly or partly exonerated from its liability to such Passenger to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

16.2.4.3 Except where other specific provision is made in these Conditions of Carriage, UNI shall be liable to Passenger only for recoverable compensatory damage for proven losses and costs, and in any event, UNI shall not be liable for indirect, consequential, or any other form of non-compensation damage.

16.2.4.4 UNI shall not be liable for any damage to a Passenger or to a Passenger's Baggage caused by property contained in such Passenger's Baggage. The Passenger whose property causes damage to another person or another person's property or the property of UNI shall be responsible for all losses and expenses thus incurred.

16.2.4.5 UNI is not responsible for any illness, injury or disability, including death, attributable to Passenger's mental or physical condition or for the aggravation of such condition.

16.2.4.6 The provisions of exclusions of liability or limits of liability, applies to UNI's Authorized Agents, servants, employees and representatives to the same extent as they apply to UNI. The total amount recoverable from UNI and from such Authorized Agents, employees, representatives and persons shall not exceed the amount of UNI's own liability, if any.

16.2.4.7 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of UNI's liability under the Convention or applicable laws unless otherwise expressly stated.

16.2.4.8 If Passenger's journey also involves carriage by other Carriers, Passenger should contact such other Carriers for information on their limit of liability.

ARTICLE 17 — TIME LIMITATION ON CLAIMS AND ACTIONS

17.1 Notice of Claims

No claim for damage or partial loss may be made in respect of the Checked Baggage unless the person entitled to delivery complains to UNI forthwith after the discovery thereof and no later than seven (7) days after the date of receipt (excluding the date of receipt); and, in the case of delay or loss, unless the complaint is made no later than twenty-one (21) days after the date (excluding such date) on which the Checked Baggage has been (in the case of delay) or should have been (in the case of loss) placed at his or her disposal. Every complaint must be in writing and dispatched within the times aforesaid.

17.2 Time Limitation on Actions

Any right to damages shall be extinguished if an action is not brought within two (2) years reckoned from the date of arrival at destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

ARTICLE 18—TRAVEL TO OR FROM THE UNITED STATES of AMERICA AND TERRITORIES OF UNITED STATES OF AMERICA

18.1 General

18.1.1 These Conditions of Carriage are modified for Passengers traveling to or from the United States of America (“USA”) and its territories in accordance with US Department of Transportation (USDOT) requirements and only apply to non-stop flights to and from USA and may not be applicable on flights outside USA.

18.2 Reservations/Ticket Purchase

18.2.1 UNI will hold Passenger’s reservation at the fare UNI quoted without payment or cancelled without penalty for twenty-four (24) hours after the reservation is made if the reservation is made one (1) week or more prior to a flight’s departure.

18.2.2 If the reservation or purchase for UNI flights to and from USA one (1) week (168 hours) or more prior to a flight’s departure date, Passenger may cancel the Ticket(s) reserved without penalty and receive a full refund provided that Passenger reserves or purchases the Ticket through UNI’s official website or UNI’s Authorized Agent and Passenger cancels the reservation within twenty-four (24) hours of his or her reservation or purchase.

18.3 Special Assistance

If Passenger has a disability when traveling on a non-stop flight to or from USA, UNI will provide assistance to make it consistent with the requirements as the US Department of Transportation specified in 14CFR382 – Nondiscrimination on the Basis of Disability in Air Travel.

18.4 Baggage

UNI strongly recommend that the Passenger not to pack money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples into his or her Baggage. If any items referred to above are included in Passenger's Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

18.5 Schedules, Delays, Cancellation of Flights

18.5.1 Change of Flight Schedule

18.5.1.1 If there is a change in the status of a flight on which Passenger hold reservations or on which Passenger is ticketed to and from USA, information about such change of Passenger's flight will be communicated to him or her within thirty (30) minutes after UNI become aware of such change in the status. A change in status means, at minimum, cancellation of a flight, a delay of thirty (30) minutes or more in the planned operation of a flight or a diversion. The flight status information will, at a minimum, be provided at the boarding gate area for the flight at a U.S. airport, on UNI's official website or via UNI's telephone reservations system upon inquiry by any person.

18.5.1.2 If Passenger subscribes to UNI, UNI will deliver such notification by whatever means available to UNI and of Passenger's choice within thirty (30) minutes of the time UNI become aware of such change in the status of the flight.

18.5.1.3 UNI will update any cancellation, flight delay of thirty (30) minutes or flight diversion on the flight status displays and other sources of flight information that is under UNI's control at U.S. airports or that are under the control of a U.S. airport that accepts flight status updates for UNI's scheduled flights within thirty (30) minute of UNI becoming aware of that flight's irregularity.

18.5.2 Flight Delay

18.5.2.1 If a flight for which Passenger have been issued a boarding pass and on which Passenger has boarded is delayed on departure or arrival from or to a U.S. airport, UNI will not require Passenger to remain on board the aircraft for more than four (4) hours unless the pilot in command, Air Traffic Control (ATC), or other governmental agency determines there is a safety-related or security-related reason why the aircraft cannot leave its position on the tarmac to deplane Passengers or will disrupt airport operations to do so.

18.5.2.2 If, in the course of a lengthy tarmac delay at a U.S. airport, and Passenger is kept on board for two (2) or more hours, UNI will ensure that there is adequate food or snacks and potable water, that the lavatories will be operable and there will be adequate medical attention should Passenger requires it.

18.5.2.3 During lengthy tarmac delays at U.S. airports, Passenger will receive notification regarding the status of the delay at least every thirty (30) minutes while the aircraft is delayed including the reasons for the tarmac delay, if known, beginning thirty (30) minutes after the scheduled departure time.

18.5.2.4 If Passenger is on board the aircraft during a tarmac delay at a U.S. airport, the delayed flight notification every thirty (30) minutes will include information that Passenger has the opportunity to deplane from the aircraft if it is still at the gate or another disembarkation area with the door open if the opportunity to deplane actually exists.

18.5.3 Denied Boarding

If Passenger is denied boarding from a flight originating in the United States of America due to oversales, the following regulations will apply:

18.5.3.1 Before denying boarding any Passenger, UNI will solicit volunteers for off-loading

18.5.3.2 If there are an insufficient number of volunteers coming forward, UNI will deny boarding due to oversales based on UNI's loading priority.

18.5.3.3 If Passenger is denied boarding at a U.S. airport, he or she will be eligible for Denied Boarding Compensation in accordance with US DOT requirements unless UNI have confirmed Passenger on a flight that will arrive at Passenger's destination or Stopover not later than one (1) hour after the planned arrival of Passenger's original flight or Passenger has failed to comply fully with UNI's Conditions of Carriage or Tariff provisions regarding ticketing, reconfirmation, check-in and acceptability for transportation.

18.5.3.4 If Passenger is denied boarding due to oversales at a U.S. airport, UNI will provide Passenger with a written statement explaining the terms, conditions and limitations of denied boarding compensation and describing UNI's Boarding Priority Rules and criteria.

18.5.3.5 If Passenger is denied boarding at a U.S. airport due to oversales and is eligible for compensation in accordance with Section 18.5.3.3, UNI will make payment be either cash or check on the day and place of the denied boarding unless UNI has

arranged for Passenger to depart on an alternative flight that departs before payment can be paid. In that case, UNI will pay the payment to Passenger within twenty-four (24) hours. UNI may, alternatively, offer Passenger free or discounted transportation. In that event, UNI will disclose all material restrictions on the use of the free or discounted transportation before Passenger decides whether to accept the transportation in lieu of a cash or check payment. If Passenger chooses to accept the compensation, he or she shall relieve UNI from any further liability caused by UNI's failure to honor Passenger's reservation.

18.6 Refunds

For Tickets purchased at UNI official website or UNI's Authorized Agent and Ticket refunds are due, UNI will process and provide the refund back to Passenger within twenty (20) Days after receiving a complete refund request for cash or check payments or within seven (7) Days when the payment is by credit cards including any fees for optional services that Passenger was unable to use due to an oversales situation or flight cancellation. Credit card refunds will be sent to the credit card company and may or may not reflect immediately on Passenger's statement depending on the billing cycle of the credit card company.

18.7 Liability for Damage UNI's liability for flights to and from USA may be covered the Montreal Convention and subject to liability rules stated elsewhere in these Conditions of Carriage.

ARTICLE 19 — OTHER CONDITIONS

Carriage of Passenger and Passenger's Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by UNI including those issued by the various governmental authorities. These important regulations and conditions are varied from time to time, and they concern among other matters including but not limit to: the carriage of unaccompanied minors, pregnant women, and sick Passengers, restrictions on use of electronic devices and items, restrictions of the on board consumption of alcoholic beverages, and other auxiliary service.

Regulations and conditions concerning these matters are available from UNI or its Authorized Agents or its website.

ARTICLE 20 — MODIFICATION AND WAIVER

No Authorized Agent, employee or representative of UNI has authority to alter, modify or waive any provision of these Conditions of Carriage.

NAME OF CARRIER : UNI Airways Corporation

ABBREVIATION OF NAME : UNI